

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSE Markets, Inc.		03/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rally Holdings LLC		
Street Address:	250 Lafayette Street, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5618017		
Registration Number:	5601938	R	
Registration Number:	5514521	RALLY RD.	
Serial Number:	90080187	RALLY	
Serial Number:	90080179	RALLY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124304202		
Email:	aferber@gunder.com		
Correspondent Name:	Amanda Ferber		
Address Line 1:	1250 Broadway		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Amanda Ferber		
SIGNATURE:	/amanda ferber/		
DATE SIGNED:	04/15/2021		
Total Attachments: 3			

OP \$140.00 5618017

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of March 31, 2021 ("Effective Date"), by and between RSE Markets, Inc, a Delaware corporation ("Assignor") and Rally Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications identified on Schedule A attached hereto (the "Marks"), in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Contribution and Exchange Agreement, dated March 31, 2021 by and between Assignor and Assignee ("Agreement"), Assignor agreed to transfer and assign its interests in the Marks to Assignee for Assignee's exclusive use thereof in connection with the other assets being transferred to Assignee from Assignor under said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks, together with (i) the applications for registration and registrations of the Marks, (ii) all common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom, (iv) the goodwill of the business symbolized by and associated with the Marks and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Marks pertain, which business is ongoing and existing, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of the Marks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the
31st day of March, 2021.

ASSIGNOR: RSE MARKETS, INC.



NAME: George Leimer
TITLE: Chief Executive Officer

The foregoing Assignment is hereby accepted as of the 31st day of March, 2021.

ASSIGNOR: RSE HOLDINGS, LLC



NAME: George Leimer
TITLE: Manager

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Three Lines Logo	87215810	10/26/2016	5618017	11/27/2018
R. Logo	87215320	10/25/2016	5601938	11/6/2018
RALLY RD.	87215312	10/25/2016	5514521	7/10/2018
Rally Logo	90080187	07/29/2020		
RALLY	90080179	07/29/2020		